

**First Amendment to  
AGREEMENT BETWEEN  
THE CITY OF CORONADO AND  
EDCO DISPOSAL CORPORATION, INC.**

WHEREAS, the CITY and EDCO Disposal Corporation entered into an AGREEMENT on September 15, 1992 for solid waste services;

WHEREAS, the CITY and EDCO Disposal Corporation desire to amend the term of that AGREEMENT;

NOW THEREFORE, it is agreed that Part 2.0 of the AGREEMENT is amended to read as follows:

**Term**

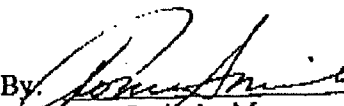
2.1 The basic term of this AGREEMENT shall commence on January 1, 1998 and end on December 31, 2002.

2.2 Commencing on January 1, 1999, and every year thereafter, the end of the term of this AGREEMENT shall be automatically extended for one year; however, either party may terminate the automatic one year extension provision by giving the other party written notice of such termination within thirty (30) days prior to January 1 of any year of the AGREEMENT. Such notice will terminate the automatic one year extension provision, and the AGREEMENT shall remain in effect only for the balance of the term then outstanding.

2.3 Notwithstanding the above provisions, if HAULER is sold, in other than an exclusive intra-Burr family transfer, and the company is no longer owned exclusively by members of the Burr family, the term of this AGREEMENT shall end two years from the date of such sale.

CITY OF CORONADO

EDCO DISPOSAL CORPORATION

By:  1-8-98  
Tom Smisek, Mayor Date

By:  12-30-97  
Date

RESOLUTION 7186

OF THE CITY COUNCIL OF THE  
CITY OF CORONADO APPROVING  
THE ATTACHED PROPOSED AGREEMENT WITH  
EDCO DISPOSAL CORPORATION

WHEREAS, EDCO Disposal Corporation is presently under contract to provide solid waste collection services for the City of Coronado; and

WHEREAS, said contract will expire on December 31, 1992; and

WHEREAS, it is the desire of both parties that a new agreement be authorized to continue the provision of existing solid waste collection services, and to provide new services mandated by the State of California and the County of San Diego; and

WHEREAS, the attached proposed agreement includes such services and would commence on January 1, 1993.

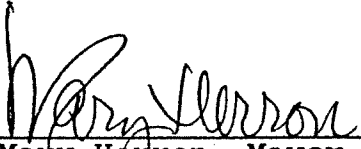
NOW THEREFORE, the City Council of the City of Coronado, California, does hereby approve the attached agreement effective January 1, 1993.

It is resolved by the City Council of the City of Coronado, California, this 15th day of September, 1992, by the following vote:

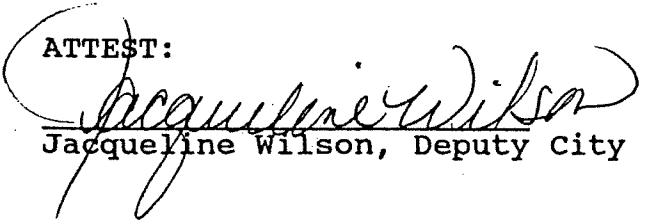
AYES: CHAMBERLAIN, NAPOLITANO, SCHMIDT AND HERRON

NOES: KEITH

ABSENT: NONE

  
\_\_\_\_\_  
Mary Herron, Mayor  
City of Coronado, California

ATTEST:

  
\_\_\_\_\_  
Jacqueline Wilson, Deputy City Clerk

**AGREEMENT BETWEEN THE CITY OF CORONADO  
AND EDCO DISPOSAL CORPORATION  
FOR COLLECTION, TRANSPORTATION, DISPOSAL AND PROCESSING OF  
SOLID WASTE, RECYCLABLES AND COMPOSTABLES**

THIS AGREEMENT ("AGREEMENT") is made and entered by and between the City of Coronado, a municipal corporation, hereinafter referred to as the "CITY" and EDCO Disposal Corporation, doing business as Reliable Disposal Service, hereinafter referred to as "HAULER" and is made in reference to the following facts:

- A. The CITY requires outside assistance to provide the following services: collection, transport, and appropriate disposition and processing of solid waste, recyclables and compostables from public facilities and residential, commercial, and industrial accounts within the CITY in accordance with the California Integrated Waste Management Act of 1989 (Public Resources Code Section 22, Division 30, commencing with Section 40000) ("AB 939") and County of San Diego mandates;
- B. The undersigned representative of HAULER represents on behalf of HAULER that HAULER possesses the necessary skills and qualifications to provide the services required by the CITY; and as being fully qualified to perform those services in accordance with the highest standards of HAULER's industry;
- C. The undersigned representative of HAULER represents on behalf of HAULER that HAULER is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this AGREEMENT.
- D. The undersigned signing this AGREEMENT on behalf of HAULER represents that the undersigned has the authority to execute this AGREEMENT on behalf of HAULER and that HAULER has the authority to enter into and perform its obligations under this AGREEMENT. The Board of Directors of HAULER (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this AGREEMENT. The persons signing this AGREEMENT on behalf of HAULER have authority to do so.
- E. The CITY's Director of Public Services shall serve as the CITY's "CONTRACT OFFICER" for this AGREEMENT.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the CITY and HAULER agree as follows:

## **1.0 GRANT OF FRANCHISE**

1.1 Grant of Franchise. CITY hereby grants to HAULER a franchise, right and privilege to collect, remove and dispose of, in a lawful manner, all solid waste accumulating in the CITY that is required to be accumulated and offered for collection to the HAULER in accordance with the CITY's Municipal Code; to provide recyclables and compostables collection services; and to charge for such activity, all as set forth in this AGREEMENT.

### **1.2 Franchise Area Defined.**

a. The geographic area addressed in this AGREEMENT is all of the area within the jurisdictional limits of the CITY, to include without limitation, all residential, commercial, industrial, and construction premises.

b. Territory annexed to the CITY that is covered by an existing solid waste or recycling permit, license, agreement, or franchise granted by another public entity may continue to be served by the same grantee for the balance of the term of its permit, license, agreement, or franchise, subject to the provisions of this AGREEMENT.

## **2.0 TERM OF AGREEMENT**

2.1 The term of this AGREEMENT shall commence January 1, 1993 and shall continue for a period of seven years until December 31, 1999, unless this AGREEMENT is sooner terminated.

2.2 Upon application by the HAULER, the CITY may extend the term of this AGREEMENT by an additional five years if service is satisfactory.

## **3.0 SERVICES PROVIDED BY HAULER**

### **3.1 General.**

a. HAULER shall furnish all labor, necessary material and equipment to provide the collection, transportation and appropriate disposition and processing of all solid waste, recyclables and compostables and for providing temporary bin/rolloff services in accordance with the terms of this AGREEMENT. In order to comply with the provisions of the California Integrated Waste Management Act of 1989 (AB 939) and to accurately account for and to report the amount of solid waste collected within the CITY, and disposed pursuant to this AGREEMENT, each load of solid waste collected by HAULER from within the CITY limits shall be accounted separately from any other solid waste collected by HAULER from any other person or place outside the CITY limits.

b. In performing its obligations required under this AGREEMENT, HAULER shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California and the CITY and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term. This compliance shall include, without limitation, the CITY's Municipal Code.

c. HAULER shall obtain and maintain the licenses and certifications as required in order to properly comply with all CITY, County, State, and Federal law.

3.2. Single Family Residential Weekly Service. Once each week HAULER shall collect the solid waste, compostables, and recyclables (except bulky items and household hazardous waste) which have been placed, kept, or accumulated in containers at single family residences within the Franchise Area and placed at curbside prior to HAULER's normal weekly collection time. All solid waste, compostables, and recyclables must be placed within containers ✓ curbside without obstructions so as to permit collection. Once each week HAULER shall collect the solid waste, compostables, and recyclables (except bulky items and household hazardous waste) which have been placed, kept, or accumulated in containers at single family residences that are billed directly by the HAULER within the Franchise Area and placed at curbside prior to HAULER's normal weekly collection time. CITY agrees to use its best efforts to enforce parking and other ordinances so as to facilitate this curbside collection system. HAULER may negotiate special pickup procedures, above and beyond the normal services described above, with customers for an additional fee in an amount provided in Attachment A.

### 3.3 Commercial, Industrial, and Multi-Family Residential.

a. Multi-Family Weekly Service. Not less often than once per week, and more frequently if required to handle the waste stream of the premises where the bins are located, HAULER shall collect the solid waste (including bulky items which have been placed in a closed bin), compostables, and recyclables (except household hazardous waste) which have been placed for collection in solid waste or recycling bins.

b. Commercial and Industrial Weekly Service. Not less often than once per week, and more frequently if required to handle the waste stream of the premises where the bins are located, HAULER shall collect the solid waste, compostables, and recyclables which have been placed for collection in solid waste or recycling bins (except bulky items and hazardous waste).

c. HAULER shall conduct a waste audit of all contracted commercial and multi-family accounts to determine their recyclable content. The process used to conduct this waste audit shall be in accordance with CITY and County mandates. Those customers whose recyclables containers put out for collection contain a significant content of recyclable materials shall have those materials processed through the San Diego Recycling Materials Recovery Facility (MRF) that currently processes salvaged separated

materials for reuse. Customers generating this content, or higher, shall be charged the recycling service rates that appear in Attachment A. Those customers whose recyclables containers put out for collection do not satisfy the content level, shall have their waste stream disposed of at the landfill and shall be charged the disposal service rates that appear in Attachment A. However, if these customers desire to commence a source separated recycling program, a recycling container shall be provided by HAULER and customers shall be charged the recycling service rates reflected in Attachment A.

3.4 Construction and Temporary Bin/Rolloff Services. HAULER shall provide construction and temporary bin/rolloff services using rates reflected in Attachment A.

3.5 CITY Facilities Collection. HAULER shall collect and dispose of all solid waste generated at Premises owned and/or operated by the CITY. The facilities to be provided service initially, together with the type and frequency of service will be provided by CITY.

HAULER shall provide at CITY's direction additional waste collection and disposal and consulting services entailing:

- a. Collection of solid waste from all sidewalk litter containers;
- b. Collection of solid waste from CITY-sponsored special events;
- c. Collection of solid waste from litter containers in CITY parks;
- d. Collection of solid waste from CITY drop boxes or containers; and
- e. Review of plans for new development with regard to solid waste service issues.

The services required by this Section shall be provided at no charge to the CITY but the cost of providing them shall be an allowable expense. The CITY reserves the right to self-haul.

3.6 Additional Collection Services. The following additional services are hereby provided to CITY, free of charge, by HAULER:

- a. HAULER shall clean out any overflowing bins or enclosures within twenty-four (24) hours of notification by CITY. HAULER shall work with the City Manager or designee in identifying continual problems in customer bins or enclosures and needs for additional service.
- b. HAULER shall pickup all Christmas trees on the first scheduled pickup day after New Year's Day. The trees shall be diverted from the landfill, either by deposit at a composting facility or grinding operation.

c. On a twice-yearly basis, HAULER shall collect solid waste from residential property comprised of objects larger than ordinarily may be accommodated by Residential solid waste Collection Services. One collection event shall be free and one event shall be paid for by the CITY. During these bulky trash events, the ferrous and non-ferrous metals collected during such events shall be recycled. These special collection events shall occur as long as landfill passes are available for such services. If the service is no longer offered, rates will be reduced accordingly.

3.7 Recycling Program. The HAULER shall provide recycling collection services in accordance with the terms set forth in Attachment C, and the rates set forth in Attachment A.

#### **4.0 HAULER'S CHARGE ON SERVICE USERS**

4.1 Service Rates. HAULER may charge a service fee to users of the described services. The rates of the service charges shall be determined by the CITY, from time to time, in accordance with Attachment A which is attached hereto and incorporated herein by this reference as though fully set forth at length.

4.2 Modification and Adjustment of Rates. Except as provided for in Attachment B, the rates set forth in Attachment A shall remain in effect until adjusted by CITY by a Resolution of the City Council.

4.3 Billing. The HAULER shall on a bi-monthly basis prepare, mail and collect bills for residential solid waste collection services provided by HAULER under this AGREEMENT. Other users shall be billed on a monthly basis. This shall be done in a manner consistent with the CITY's phased cost sharing program for solid waste collection costs. CITY may direct HAULER to prepare and distribute information cards containing information about the amounts of solid waste which will be collected, times for special collection events, curbside recycling and household hazardous waste drop-off programs, collection schedules, rates and complaint procedures in customer billings.

#### **5.0 AB 939 FEES**

An AB 939 Fee of three and one-half percent (3.5%) of the gross amount billed by HAULER ("AB 939 FEE" hereinafter) shall be payable to CITY. The AB 939 FEE shall be computed and paid on the basis of collections received, plus cash received on account of services to be rendered. Not later than twenty-five (25) calendar days after the end of each month, HAULER shall prepare and mail to CITY the AB 939 FEE installment. Each installment will be accompanied by a report prepared by HAULER setting forth the basis, and calculations used for computing the amount of the AB 939 FEE due. The figures used shall be consistent with the general books of account of the HAULER.

## **6.0 SUBCONTRACTING**

6.1 If HAULER subcontracts for any of the work to be performed under this AGREEMENT, HAULER shall be as fully responsible to the CITY for the acts and omissions of HAULER's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as HAULER is for the acts and omissions of persons directly employed by HAULER. Nothing contained in the AGREEMENT shall create any contractual relationship between any subcontractor of HAULER and the CITY. HAULER shall bind every subcontractor to the terms of the AGREEMENT applicable to HAULER's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CITY.

6.2 The name and location of the place of business of each subcontractor who will perform work or labor or render service to the HAULER in performing initially this AGREEMENT will be submitted to the CITY and incorporated herein by this reference as though fully set forth at length.

6.3 HAULER shall not engage any subcontractors without the prior written consent of the CITY.

## **7.0 MINIMUM STANDARDS FOR EQUIPMENT AND MAINTENANCE**

### **7.1. Vehicles**

a. HAULER shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the AGREEMENT in strict accordance with its terms. HAULER shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used (i.e., residential, commercial and roll off) to respond to complaints and emergencies. Private property shall be able to sustain HAULER's vehicles.

b. All vehicles used by HAULER in providing solid waste collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage or overflow.

c. HAULER's name, local telephone number, and a unique vehicle identification number designed by HAULER for each vehicle shall be prominently displayed on all vehicles.

### **7.2 Cleaning and Maintenance**



a. HAULER shall maintain all of its properties, facilities, and equipment used in providing service under this AGREEMENT in a safe, neat, clean and operable condition at all times.

b. HAULER shall (i) inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly; and (ii) perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. HAULER shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the CITY upon request to the extent necessary.

c. HAULER shall furnish the CITY a written inventory of all vehicles, including collection vehicles, used in providing service, and shall update the inventory annually.

## **8.0 HAULER'S PERSONNEL**

8.1 HAULER shall furnish such personnel as may be necessary to provide the services required by this AGREEMENT in a safe and efficient manner.

8.2 All drivers furnished by HAULER must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

8.3 HAULER shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of solid waste or who are otherwise directly involved in such collection. HAULER shall train its employees involved in solid waste collection to identify, and not to collect, Hazardous Waste or Infectious Waste.

8.4 HAULER shall designate one qualified employee as supervisor of field operations. The field supervisor will devote at least fifty percent (50%) of his or her time in the field checking on collection operations, including responding to complaints.

## **9.0 REPORTS FROM HAULER**

9.1 Annual Reports. The CITY, pursuant to a resolution adopted at least sixty (60) days before the close of HAULER's fiscal year, may require that within sixty (60) days after the close of HAULER's fiscal year, the HAULER shall submit a written annual report, in a form approved by the CITY, including, but not limited to, the following information:

a. A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class of service;

- b. A report, in a form satisfactory to the CITY, on the CITY's progress in meeting and maintaining its ability to meet its goals under AB 939, along with any recommended changes.
- c. A revenue statement, setting forth monthly AB 939 Fees and the basis for the calculation thereof, certified by an officer of the HAULER.
- d. A list of HAULER's officers and members of its board of directors.
- e. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in the HAULER and any subsidiaries unless HAULER is a public corporation whose annual reports are publicly available.

9.2 Adverse Information. HAULER shall provide CITY two copies of all reports, or other material adversely affecting the AGREEMENT, submitted by HAULER to the EPA, the California Integrated Waste Management Board, or any other County, Federal or State agency. Copies shall be submitted to CITY simultaneously with HAULER's filing of such matters with said agencies. HAULER's routine correspondence to said agencies need not be automatically submitted to CITY, but shall be made available to CITY upon written request.

- a. The HAULER shall submit to CITY copies of all pleadings, applications, notifications, communications, and documents of any kind, submitted by the HAULER to, as well as copies of all decisions, correspondence, and actions by, any Federal, State, and local courts, regulatory agencies, and other government bodies relating specifically to HAULER's performance of services pursuant to this AGREEMENT. Any confidential data exempt from public disclosure shall be retained in confidence by the CITY and its authorized agents and shall not be made available for public inspection.
- b. HAULER shall submit to the CITY such other information or reports in such forms and at such times as the CITY may reasonably request or require.
- c. All reports and records required under this or any other section shall be furnished at the sole expense of the HAULER.

9.3 Failure to Report. The refusal, failure, or neglect of the HAULER to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by the HAULER in such report shall be deemed a material breach of the AGREEMENT, and shall subject the HAULER to all remedies, legal or equitable, which are available to the CITY under the AGREEMENT or otherwise.

## **10.0 PUBLIC ACCESS TO HAULER**

10.1 Office Hours. HAULER's office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M. daily, on all collection days. A representative of HAULER shall be available during office hours for communication with the public at HAULER's principal office. In the event that normal business cannot be rectified over the telephone, a representative of HAULER shall agree to meet with the public at a location agreeable to HAULER and the public. Normal office hours telephone numbers shall either be a local or toll-free call. HAULER shall also maintain a local or toll-free after-hours telephone number for use during other than normal business hours. HAULER shall have a representative or answering machine available at said after-hours telephone number during all hours other than normal office hours.

10.2 Service Complaints by Customers. HAULER shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints. HAULER shall record in a separate log all complaints, and a copy shall be provided to CITY at the end of the Term. In addition, HAULER shall compile a summary statistical table of the complaint log, satisfactory to the CITY, and submit the table to CITY on a quarterly basis. HAULER shall respond to all complaints from customers within twenty-four (24) hours, \*weekends and holidays excluded.

10.3 Customer Service Representative. The HAULER shall designate a "customer service representative" who shall be responsible for working with the City Manager or the City Manager's designated representative to resolve consumer complaints.

## **11.0 SYSTEM AND SERVICES REVIEW.**

To provide for technological, economic, and regulatory changes in waste stream collection and recycling, to facilitate renewal procedures, to promote competition in the refuse and recycling industry, and to achieve a continuing, advanced refuse collection and recycling system, the following system and services review procedures are hereby established:

11.1 At CITY's sole option, CITY may hold a public hearing at which the HAULER shall be present and shall participate, to review the refuse collection and recycling system and services.

11.2 Sixty (60) days after receiving notice from the CITY, HAULER shall submit a report to CITY indicating the following:

- a. Changes recommended to improve the CITY's ability to meet the goals of AB 939 and to keep CITY streets clean and free of debris.

b. Any specific plans for provision of such new services by the HAULER, or a justification indicating why HAULER believes that such services are not feasible for the Franchise Area.

11.3 Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, customer complaints, rights of privacy, amendments to the AGREEMENT, developments in the law, new initiatives for meeting or exceeding AB 939's goals and regulatory constraints.

11.4 CITY and the HAULER may each select additional topics for discussion at any systems and services review hearing.

11.5 Not later than sixty (60) days after the conclusion of each system and service review hearing, CITY shall issue a report. The report shall include a listing of any refuse collection and recycling services not then being provided to CITY that are considered technically and economically feasible by CITY. CITY may require HAULER to provide such services within a reasonable time, for reasonable rates and compensation.

## **12.0 OWNERSHIP OF SOLID WASTE: FLOW CONTROL**

CITY reserves the right to designate to HAULER the location for appropriate disposition and processing of all solid waste generated within the Franchise Area.

## **13.0 HAULER'S BOOKS AND RECORDS: AUDITS**

13.1 HAULER shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, accounts payable records, profits, maps, AB 939 compliance records, and customer complaints, for the full term of this AGREEMENT, and an additional period of not less than three (3) years, or any longer period required by law. The CITY shall have the right, upon five (5) business days' advance notice, to inspect all maps, AB 939 compliance records, customer complaints, and other like materials of the HAULER which reasonably relate to HAULER's compliance with the provisions of the AGREEMENT. Such records shall be made available to CITY at HAULER's regular place of business, but in no event outside the County of San Diego.

13.2 Should any examination or audit of HAULER's records reveal an underpayment of the AB 939 fee, the amount of such underpayment shall become due and payable to CITY not later than fifteen (15) days after written notice of such underpayment is sent to HAULER by CITY. Should an underpayment of more than three percent (3%) be discovered, HAULER shall bear the entire cost of the audit.

#### **14.0 AMENDMENT OF AGREEMENT**

14.1 No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle HAULER to any additional payment whatsoever.

14.2 This AGREEMENT is intended to carry out CITY's obligations to comply with the provisions of the California Integrated Waste Management Act of 1989, ("AB 939") as it from time to time may be amended, and as implemented by regulations of the California Integrated Waste Management Board ("Regulations"), as they from time to time may be amended. In the event that County, State or Federal laws or regulations enacted after this AGREEMENT has been executed, prevent or preclude compliance with one or more provisions of this AGREEMENT, such provisions of the AGREEMENT shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. This AGREEMENT may be modified in this instance to reflect the added costs and services.

#### **15.0 TERMINATION OF AGREEMENT**

In the event of HAULER'S failure, after sixty (60) days' notice, to prosecute, deliver, or perform the described services, in default of HAULER's obligations herein, the CITY may terminate this AGREEMENT by notifying HAULER by certified mail of said termination. Thereupon, HAULER shall cease work. The CONTRACT OFFICER shall make a determination of the percentage of work which HAULER has performed which is usable and of worth to the CITY. Based upon that finding, the CITY shall determine any final payment due to HAULER.

#### **16.0 DEFAULT AND REMEDIES**

16.1 Events of Default. Each of the following shall constitute an event of default hereunder:

- a. HAULER fails to perform its obligations under this AGREEMENT, or future supplement to this AGREEMENT, and: (1) if the failure or refusal of HAULER to perform this AGREEMENT is not cured within two (2) business days after receiving notice from the CITY specifying the breach; or (2) provided that the HAULER demonstrates to CITY that the breach cannot be cured within such two (2) day period, the breach is not cured within thirty (30) calendar days of notice of the breach;
- b. Any representation or disclosure made to CITY by HAULER in connection with or as an inducement to entering into this AGREEMENT or any future amendment to this AGREEMENT, which proves to be false or misleading in any material respect as of the

time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this AGREEMENT;

c. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment and facilities of such proportion as to substantially impair HAULER's ability to perform under this AGREEMENT;

d. HAULER files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to HAULER or necessary for this AGREEMENT), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the HAULER for any part of HAULER's operating assets or any substantial part of HAULER's property, or shall make any general assignment for the benefit of HAULER's creditors, or shall fail generally to pay HAULER's debts as they become due or shall take any action in furtherance of any of the foregoing;

e. A court having jurisdiction shall enter a decree or order for relief in respect of the HAULER, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or HAULER shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the HAULER or for any part of the HAULER's operating equipment or assets, or orders the winding up or liquidation of the affairs of HAULER.

16.2 Right to Terminate Upon Default. Upon a default by HAULER, the CITY shall have the right to terminate this AGREEMENT without the need for any hearing, suit or legal action.

16.3 Possession of Property and Records Upon Termination. In the event of termination for default, the CITY shall have the right to take possession of any and all of HAULER's land, equipment, other property, and records used or useful in the collection and transportation of solid waste and the billing and collection of fees for these services and to use such property. The CITY shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of solid waste collection services, which may include the award of an agreement to another waste transportation company.

#### 16.4 CITY's Remedies Cumulative; Specific Performance

a. HAULER shall reimburse CITY for all costs CITY incurs due to any default by HAULER.

b. The CITY's right to terminate the AGREEMENT, take possession of the HAULER's properties, and to be reimbursed for all costs under are not exclusive, and the CITY's termination of the AGREEMENT shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the CITY may have.

c. By virtue of the nature of this AGREEMENT, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by CITY to the HAULER, the remedy of damages for a breach hereof by HAULER is inadequate and CITY shall be entitled to injunctive relief.

16.5 HAULER agrees to furnish a faithful performance bond in the amount of \$100,000 guaranteeing performance of the contract, acceptable to the CITY.

#### **17.0 STATUS OF HAULER**

HAULER shall perform the services provided for herein in a manner of HAULER's own choice, as an independent contractor and in pursuit of HAULER's independent calling, and not as an employee of the CITY. HAULER shall be under control of the CITY only as to the result to be accomplished. However, HAULER shall confer with CITY.

#### **.8.0 ASSIGNMENT OF CONTRACT**

18.1 HAULER is without right to and shall not assign its rights nor delegate or otherwise transfer its obligations or any part thereof or any monies due under this AGREEMENT without the prior written consent of the CITY. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this AGREEMENT.

18.2 For purposes of this Section, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of HAULER's assets dedicated to service under this AGREEMENT to a third party. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

18.3 HAULER acknowledges that this AGREEMENT involves rendering a vital service to CITY's residents and businesses, and that CITY has selected HAULER to perform the services specified herein based on: (1) HAULER's experience, skill and reputation for conducting its solid waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good waste management practices; and (2) HAULER's financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this AGREEMENT. CITY

has relied on each of these factors, among others, in choosing HAULER to perform the services to be rendered by HAULER under this AGREEMENT.

18.4 If HAULER requests CITY's consideration of and consent to an assignment, CITY may deny or approve such request in its complete discretion. Consent may not be unreasonably withheld. No request by HAULER for consent to an assignment need be considered by CITY unless and until HAULER has met the following requirements:

- a. HAULER shall undertake to pay CITY its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
- b. HAULER shall furnish CITY with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- c. HAULER shall furnish CITY with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste management experience on a scale equal to or exceeding the sale of operations conducted by HAULER under this AGREEMENT; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local waste management laws and that the assignee has provided the CITY with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste, including hazardous waste as identified in Title 22 of the California Code of Regulations; (v) of any other information required by CITY to ensure the proposed assignee can fulfill the terms of this AGREEMENT in a timely, safe and effective manner.
- d. Under no circumstances shall any proposed assignment be considered by CITY if HAULER is in default at any time during the period of consideration.

#### 19.0 HOLD HARMLESS

19.1 HAULER agrees to indemnify and hold the CITY and CITY's officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of HAULER or HAULER's agents, employees, subcontractors, officials, officers or representatives. HAULER's obligation herein includes, but is not limited to, alleged defects in the services delivered by



HAULER. Upon demand, HAULER shall, at its own expense, defend CITY and CITY's officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

19.2 HAULER's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the CITY's intentional wrongful acts, CITY's violations of law, or the CITY's sole active negligence.

19.3 HAULER agrees to protect, defend, with counsel approved by CITY, and indemnify CITY against all fines or penalties imposed by the California Integrated Waste Management Board in the event the source reduction and recycling goals or any other requirement of AB 939 are not met by CITY with respect to the waste stream collected under this AGREEMENT.

## 20.0 INSURANCE

### 20.1 General Requirements.

- a. HAULER shall obtain, and during the term of this AGREEMENT shall maintain policies of insurance, as specified herein, from an insurance company authorized to be in business in the State of California. Insurance provisions may be updated and subject to review and approval by the CITY every year. The insurance described herein shall not be canceled, terminated, or allowed to expire without thirty (30) days' prior written notice to the CITY from the insurance company.
- b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY.
- c. Prior to commencement of work under this AGREEMENT, HAULER shall furnish to the CONTRACT OFFICER proof of said insurance.
- d. The HAULER's insurance coverage shall be primary insurance as respects the CITY, its officials, employees and volunteers due to losses as a result of the HAULER's negligence. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of the HAULER's insurance and shall not contribute with it.
- e. Acceptability of Insurers. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

f. The limits of such insurance coverage, and companies, shall be subject to review and approval by the CONTRACT OFFICER every year and may be increased at that time.

g. The insurance requirements provided herein may be modified or waived in writing by the City Council upon the request of HAULER, provided the City Council determines such modification or waiver is in the best interests of CITY considering all relevant factors, including the fact that the parent of HAULER may be self-insured up to a certain acceptable amount.

h. Delivery of Proof of Coverage

1. Simultaneously with the execution of this AGREEMENT, HAULER shall furnish the CITY certificates of each policy of insurance required hereunder, in form and substance satisfactory to CITY.

2. Renewal certificates will be furnished periodically to CITY to demonstrate maintenance of the required coverages throughout the term.

20.2 Public Liability Insurance.

a. HAULER shall obtain and maintain in full force and effect throughout the entire term of this AGREEMENT a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of TEN MILLION DOLLARS (\$10,000,000.00) aggregate and ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall protect HAULER and CITY from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this AGREEMENT, whether such operations be by HAULER itself, or by its agents, employees, and/or subgrantees. Proof of the policies or endorsements evidencing the above required insurance coverage shall be filed with the CITY Clerk. All of the following endorsements are required to be made a part of the insurance policies required by this Section:

1. "The CITY, its employees, agents, and officers, are hereby added as additional insureds as respects liability arising out of activities performed by or on behalf of HAULER."

2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the CITY may possess including any self-insured retention the CITY may have, and any other insurance the CITY does possess shall be considered excess insurance and shall not contribute with it. The scope of the policy shall be limited to work performed by the HAULER in the CITY."

3. "This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company."

4. "Thirty (30) days' prior written notice requested, shall be given to the CITY in the event of suspension, cancellation, reduction in coverage or in limits, or non-renewal of this policy for whatever reason. Such notice shall be sent to the City Clerk."

20.3 Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

20.4 Automobile Liability. Automobile insurance covering all bodily injury and property liability incurred during the performance of this agreement, with a minimum coverage of \$10,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

20.5 Workers' Compensation Insurance.

a. HAULER shall obtain and maintain in full force and effect throughout the entire term of this AGREEMENT full workers' compensation insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the City Clerk throughout the term of this AGREEMENT. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY.

b. Before HAULER shall employ any person or persons in the performance of the AGREEMENT, HAULER shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California.

## **21.0 DISPUTE BETWEEN CITY AND HAULER**

If a dispute should arise between CITY and HAULER regarding the performance of this AGREEMENT, the following procedures shall be used:

21.1 The complaining party shall reduce its position to writing along with a recommended method for resolving the dispute and forward a copy of the dispute document to the other party.

21.2 Within ten working days of receipt of the dispute document, the other party shall reply to the dispute document with a written response that sets forth the other party's position and a recommended method of resolving the dispute.

21.3 The CONTRACT OFFICER shall represent the CITY in this process.

21.4 If the dispute is not resolved, the aggrieved party shall send to the CITY's City Manager a copy of the dispute document and the response. Within five (5) working days of receiving the dispute document and the response, the City Manager shall propose a resolution.

21.5 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

## 22.0 NOTICES

22.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

22.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of CITY and the proper person to receive any notice on the CITY's behalf is:

City of Coronado  
Department of Public Services  
1300 First Street  
Coronado, CA 92118-1598  
ATTN: Director

22.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of HAULER and the proper person to receive any notice on the HAULER's behalf is:

EDCO Disposal Corporation  
6670 Federal Boulevard  
Lemon Grove, CA 91945  
ATTN: Mr. Edward Burr, President

### **23.0 ATTORNEYS' FEES**

In the event that one party incurs expenses, including attorneys' fees and costs, in enforcing the provisions of this AGREEMENT, such party shall be entitled to recover from the other party reimbursement for those costs including reasonable attorneys' fees.

### **24.0 HAULER'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986**

HAULER certifies that HAULER is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this AGREEMENT.

### **25.0 MISCELLANEOUS PROVISIONS**

25.1 Terms which are used in this AGREEMENT and are defined by Federal law shall be defined herein by Federal law. Terms which are used in this AGREEMENT and are defined by State law shall be defined herein by State law. Other words used in this AGREEMENT shall be defined in accordance with their usual meaning, subject to the terms defined by Attachment D which is attached hereto and incorporated herein by this reference as though fully set forth at length.

25.2 Section Headings. The article headings and section headings in this AGREEMENT are for convenience of reference only and are not intended to be used in the construction of this AGREEMENT nor to alter or affect any of its provisions.

25.3 Reference to Laws. All references in this AGREEMENT to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

25.4 Interpretation. This AGREEMENT shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

25.5 Severability. If any non-material provision of this AGREEMENT is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this AGREEMENT which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

25.6 Counterparts. This AGREEMENT may be executed in counterparts each of which shall be considered an original.

25.7 This AGREEMENT supersedes all previous agreements between the CITY and HAULER which will be terminated upon the effective date of this AGREEMENT.

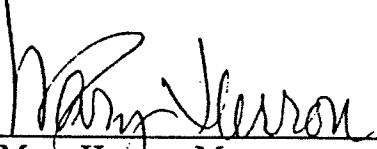
25.8 Entire AGREEMENT. This AGREEMENT, including the Attachments, represents the full and entire AGREEMENT between the parties with respect to the matters covered herein.

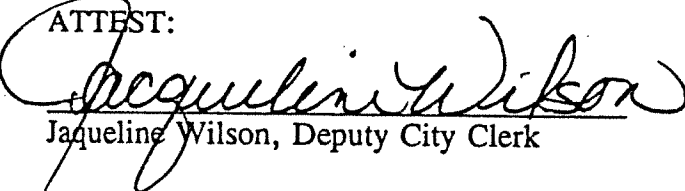
It is agreed by the City Council of the City of Coronado, California, this 15th day September, 1992, by the following vote:

AYES: CHAMBERLAIN, NAPOLITANO, SCHMIDT AND HERRON

NOES: KEITH

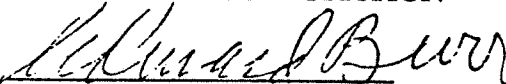
ABSENT: NONE

  
\_\_\_\_\_  
Mary Herron, Mayor  
City of Coronado, California

ATTEST:  
  
\_\_\_\_\_  
Jaqueline Wilson, Deputy City Clerk

ACCEPTED:

EDCO DISPOSAL CORPORATION

By:   
\_\_\_\_\_

## ATTACHMENT A

### Solid Waste Collection Rate Schedule

1. Service Rate Options for Residential Can Collection \*:

- A. Fully automated system of (3) 60 gallon containers \*\*: one refuse, one recycling, one compost: \$12.55
- B. Partially automated system of (2) 60 gallon containers \*\*: one refuse, one compost, with green bins for recycling: \$12.55
- C. Manual collection of refuse, recycling, compost: 120 gallons of refuse/compost capacity or (4) 30 gallon containers, with green bins for recycling: \$12.65
- D. Additional containers:
  - Automated refuse \$ 3.90
  - Automated compost \$ 3.00
  - Manual (30 gallon) \$ 2.65

2. Multi-Family, Commercial and Industrial receiving bin service (3 cubic yard bins) for DISPOSAL; monthly rate with the following pick-ups per week:

1 x week	\$ 62.33	4 x week	\$181.08
2 x week	\$101.19	5 x week	\$220.06
3 x week	\$141.50	6 x week	\$260.25

3. Multi-Family, Commercial and Industrial receiving bin service (3 cubic yard bins) for RECYCLING; monthly rate with the following pick-ups per week:

1 x week	\$ 35.00	4 x week	\$110.00
2 x week	\$ 60.00	5 x week	\$135.00
3 x week	\$ 85.00	6 x week	\$160.00

4. Drop-Off/Compactor Rates:

Permanent 20-40 cubic yard (loose):	\$125.00/load plus landfill fees
Permanent 15-30 cubic yard (compacted):	\$187.50/load plus landfill fees
Temporary (6 tons or less):	\$270.00/load
Temporary (over 6 tons):	\$270.00/load plus prevailing landfill fees
Demolition/Dirt (10 tons or less)	\$380.00/load
Demolition/Dirt (over 10 tons)	\$380.00/load plus prevailing landfill fees

\* Low-income, head of household senior citizens will receive a 20% discount.

\*\* 32 gallon containers will be available in lieu of 60 gallon containers at the same rate.

## ATTACHMENT B

### Solid Waste Collection Rate Computation Formula

The HAULER shall be entitled to an annual increase of the base service rate up to but not exceeding a weighted average for the following factors: direct labor, fuel and oil, truck/cart replacement, and administrative overhead (administration, insurance, billing, etc.). The weighted average differs for manual and automated service as indicated below:

	<u>Manual Factor</u>	<u>Automated Factor</u>
Direct Labor	30.0%	25.0%
Fuel and Oil	7.5%	5.0%
Truck/Cart Replacement	10.0%	20.0%
Administrative Overhead	52.5%	50.0%
Total	100.0%	100.0%
Maximum Price Adjustment	10.0%	7.0%

The above prices will be adjusted on January 1 of each year. The HAULER shall document the above selected costs on October 1 of each year. The percent of change shall then be multiplied by the weighted factor. In determining the allowed increase in the category of costs entitled "Administrative Overhead" the HAULER shall be allowed to increase this category of costs by a percent increase equal to that of the San Diego Consumer Price Index. The prices will be adjusted by the percent change on the following January 1. There will be a maximum price adjustment in any year of 10 percent for the manual collection system, and 7 percent for the automated collection system.

Additionally, service rates may be adjusted on an as-needed basis due to the following factors:

1. Landfill fees,
2. Other added fees such as host fees, or landfill impact mitigation fees, and
3. Market fluctuations in the prices for recyclable materials.

These adjustments shall be a pro-rata pass through of any increases/decreases and shall be accomplished by Resolution of the City Council. The HAULER shall provide the City and customers with written notice of the implementation of changes in any of its proposed rates and changes which are not subject to regulation by the CITY. This notice shall be given in advance of the beginning of a billing period and shall include a statement of reasons for the rate increase.



## ATTACHMENT C

### Recycling Programs, Service Commencement, AB 939 Topics, and Facility Considerations

A. HAULER guarantees to City that it shall cause at least twenty-five percent (25%) by January 1, 1995, and fifty percent (50%) by January 1, 2000, of the waste stream collected under this Franchise Agreement to be diverted from ultimate deposit in landfills or transformation facilities in accordance with the regulations implementing the California Integrated Waste Management Act of 1989 (as amended) (also known as "AB 939"). HAULER shall implement alternatives identified in the City's Source Reduction and Recycling Element (SRRE). HAULER shall work with the CITY to implement the public education and awareness portions of the SRRE. HAULER shall provide City with written reports in a form adequate to meet City's reporting requirements to the California Integrated Waste Management Board and to the County of San Diego throughout the term of this Franchise wherein its performance under this program is set forth in detail.

B. Beginning January 1, 1993, HAULER shall commence commercial; industrial; construction; public buildings, parks, and schools (if optioned); construction, temporary bin/rolloff; and multi-family recycling services to the Franchise Area. Additionally, beginning January 1, 1993, HAULER shall conduct a waste audit of all contracted commercial and multi-family accounts to determine their recyclable content. The process used to conduct this waste audit shall be shared with the City of Coronado and the County to ensure permit compliance and acceptance. Those accounts that contain a significant recyclable content shall be processed through San Diego Recycling's Materials Recovery and Recycling Facility (MRRF) that currently processes salvaged separated materials for reuse. Customers achieving this content, or higher, shall be charged the recycling service rates that appear in Attachment A. Those accounts that do not satisfy the content level, shall have their waste stream disposed of at the landfill and shall be charged the disposal service rates that appear in Attachment A. However, if these customers desire to commence a source separated recycling program, a recycling container shall be provided by HAULER and customers shall be charged the recycling service rates reflected in Attachment A.

C. Pending City Council approval, on January 1, 1993, HAULER shall commence implementation of an automated collection system for refuse, recyclables, and compostables. This system shall entail one container for refuse, one container for compostables, and one container for commingled recyclables. The containers shall be provided by HAULER at HAULER's expense. The cost of the containers shall be amortized into the rates as set forth in Attachment A. HAULER shall replace and repair containers as may be necessary as a result of normal wear and tear.

D. Pending City Council approval, beginning January 1, 1993, HAULER shall commence implementation of a completely automated residential container system. Automated meaning that HAULER shall provide collector trucks that are capable of picking up containers, emptying them into the collector truck, and then returning them to the curbside without any

human handling of the container. The collection vehicles shall be purchased and provided by the HAULER at HAULER's expense. The material that is designated as recyclables shall be processed at San Diego Recycling's Materials Recovery Facility (MRF). The compostable material shall be diverted from the landfill in a mutually acceptable system to City and HAULER. The refuse material shall be taken to the landfill for disposal.

E. Prior to implementation of the automated collection system, the HAULER shall provide to every resident an announcement of the new program, instructions on how to participate, and what services are available to residents.

F. HAULER will guarantee capacity rights for City recyclables at its San Diego Recycling's Materials Recovery Facility (MRF).

G. To assist City with compliance of the requirements of AB 939, HAULER shall provide the following programs within the following San Diego County mandated timeframes:

Yard Waste Program	January 1, 1993
Multi-Family Recycling Program	July 1, 1993
Commercial Recycling Program	July 1, 1993

H. The failure of HAULER to achieve any of the above shall be deemed a material breach of this AGREEMENT.

**ATTACHMENT D**  
**DETAILED INFORMATION ON PROPOSED RATE CHANGES**

**Solid Waste Collection Rate Schedule**

1. Cart Service:

Single-Family Refuse, Recycling & Yard Waste Service	\$16.09
Single-family Commingled Organics Service	\$ 2.68
Multi-Family Cart Service – Refuse & Yard Waste Service	\$ 9.51
Commercial Cart Service (2 carts per week):	\$14.49
Multi-Family Recycling per unit:	\$ 1.69
Additional Carts per unit:	\$ 3.84
  
2. Bin Refuse Service: Multi-Family, Commercial and Industrial receiving bin service (3 cubic yard bins, other bin size costs attached) for DISPOSAL; monthly rate with the following pick-ups per week:

1 x week	\$ 115.67	4 x week	\$ 356.68
2 x week	\$ 197.22	5 x week	\$ 436.42
3 x week	\$ 276.96	6 x week	\$ 516.15
  
3. Bin Recycling Service: Multi-Family, Commercial and Industrial receiving bin service (3 cubic yard bins) for RECYCLING; monthly rate with the following pick-ups per week:

1 x week	\$ 45.75	4 x week	\$ 143.78
2 x week	\$ 78.44	5 x week	\$ 176.47
3 x week	\$ 111.12	6 x week	\$ 209.14
  
4. Commercial Commingled Organic Service: Monthly rate with one pick-up per week:

65 Gallon Cart	\$87.12
96 Gallon Cart	\$99.34
2 Cubic Yard Bin	\$165.67
  
5. Roll-Off/Compactor Service:

Permanent 20-40 cubic yard (loose):	\$ 198.71/load plus landfill fees
Permanent 15-30 cubic yard (compacted):	\$ 264.23/load plus landfill fees
Refuse	\$ 417.46
Mixed C&D	\$ 559.92
Clean Demolition	\$ 591.33
Clean Green waste (6 tons)	\$ 343.36
Clean Concrete and Dirt (10 tons)	\$ 294.56
Compactor Rates	Double the basic bin size rate
City Street Sweep Fee (incl. in above rates)	\$9.98
Mixed C&D rate/ton (incl. in Mixed C&D)	\$68.00

\* Low-income head of household and senior citizens will receive a 20% discount.

**ATTACHMENT D**  
**DETAILED INFORMATION ON PROPOSED RATE CHANGES**

6. Bin Refuse Service (Other Bin Sizes):

Cubic Yard	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
1.5	\$ 88.67	\$141.92	\$195.16	\$248.38	\$301.65	\$354.85
2	\$ 96.85	\$157.48	\$218.17	\$278.77	\$339.48	\$400.07
3	\$115.67	\$197.22	\$276.96	\$356.68	\$436.42	\$516.15
4	\$138.15	\$235.95	\$333.77	\$431.51	\$529.38	\$627.08
5	\$158.83	\$276.68	\$394.58	\$512.44	\$630.43	\$748.19
6	\$179.47	\$316.40	\$453.38	\$590.32	\$727.43	\$864.27

7. Miscellaneous Rates

a.	Private Bin Repair	\$209.34
b.	Compactor Cleaning per Hour (3 Hour Minimum)/hour	\$84.03
c.	Bin Cleaning in Excess of 1 x per Year per hour	\$84.03
d.	Bulky Items (each)	\$44.97
e.	or per Hour plus Landfill Fees	\$118.75
f.	Extra Pick-Ups	\$40.67
	Extra Dumps (Reloads)	\$40.67
g.	Lock Set-Up	\$30.74
h.	Replace Lock	\$16.27
i.	Replace Key	\$7.23
j.	CBL Lids (per month)	\$16.43
k.	Lid Lock (per month)	\$7.81
	Lock Charge	
	1 x week	\$3.61
	2 x week	\$6.33
	3 x week	\$9.50
	4 x week	\$12.65
	5 x week	\$15.83
	6 x week	\$19.00
l.	Bin Roll-Out and Backyard Services	
	Per Month for First 20 Feet	\$23.79
	Per Month Each Additional 20 Feet	\$11.00
m.	Deduction for Customer-Owned Bins	
	1.5 CY bin	\$13.15
	2 CY bin	\$14.70
	3 CY bin	\$17.35
	4 CY bin	\$19.00
n.	Temporary Bin Services	\$121.34

8. Navy Rates: Navy rates are based on the same methodology as listed above, less charges related to tip fees (dump fees) and street sweeping fees.

**ATTACHMENT D**  
**DETAILED INFORMATION ON PROPOSED RATE CHANGES**

**Solid Waste Collection Rate Computation Formula**

The HAULER shall be entitled to an annual increase of the base service rate up to but not exceeding a weighted average for the following factors: direct labor, fuel and oil, truck/cart replacement, and administrative overhead (administration, insurance, billing, etc.). The weighted average differs for commercial and automated service as indicated below:

	<u>Commercial Factor</u>	<u>Automated Factor</u>
Direct Labor	30.0%	25.0%
Fuel and Oil	7.5%	5.0%
Truck/Cart Replacement	10.0%	20.0%
Administrative Overhead	<u>52.5%</u>	<u>50.0%</u>
Total	100.0%	100.0%
Maximum Weighted Average	10.0%	7.0%

The above prices will be adjusted on July 1 of each year. The HAULER shall document the above selected costs on April 1 of each year. The percent of change shall then be multiplied by the weighted factor. In determining the allowed increase in the category of costs entitled "Administrative Overhead" the HAULER shall be allowed to increase this category of costs by a percent increase equal to that of the San Diego Consumer Price Index. The prices will be adjusted by the percent change on the following July 1. The weighted average increase percentage in any year shall not exceed 10 percent for commercial collection, and 7 percent for automated collection.

Additionally, service rates may be adjusted on an as-needed basis due to the following factors:

1. Landfill fees
2. Other added fees such as host fees, or landfill impact mitigation fees, and
3. Market fluctuations in the prices for recyclable materials.

These adjustments shall be a pro rata pass through of any increases/decreases and shall be accomplished by Resolution of the City Council. The HAULER shall provide the CITY and customers with written notice of the implementation of changes in any of its proposed rates and changes which are not subject to regulation by the CITY. This notice shall be given in advance of the beginning of a billing period and shall include a statement of reasons for the rate increase.

**ATTACHMENT D  
DETAILED INFORMATION ON PROPOSED RATE CHANGES**

**FY 2019-2020 SOLID WASTE RATE REVIEW  
RESIDENTIAL**

<b>REFUSE</b>	<b>2017</b>	<b>Changes</b>	<b>2019</b>
TIP FEE	\$3.21	0.16	\$3.37
BULKY TRASH	.10	0.00	.10
SERVICE	\$10.16	0.58	\$10.74
SUBTOTAL	\$13.47	0.74	\$14.21
AB-939 FEE (7%)	\$1.02	.06	\$1.08
<b>TOTAL</b>	<b>\$14.49</b>	<b>0.80</b>	<b>\$15.29</b>

<b>GREEN WASTE</b>	<b>2017</b>	<b>Changes</b>	<b>2019</b>
TIP FEE	.96	.04	\$1.00
SERVICE	\$3.18	.18	\$3.36
SUBTOTAL	\$4.14	.22	\$4.36
AB-939 FEE	.31	.02	.33
<b>TOTAL</b>	<b>\$4.45</b>	<b>.24</b>	<b>\$4.69</b>

<b>RECYCLING</b>	<b>2017</b>	<b>Changes</b>	<b>2019</b>
PROGRAM COSTS	\$5.41	.35	\$5.76
CITY'S CONTRIBUTION & RECYCLING REVENUES	<\$4.64>	.35	<\$4.29>
<b>TOTAL</b>	<b>.77</b>	<b>.70</b>	<b>\$1.47</b>

**FY 2019-2020 25%-75% Cost Sharing**

	<b>REFUSE</b>	<b>RECYCLING</b>	<b>GREEN WASTE</b>	<b>TOTAL</b>
<b>CITY PAYS</b>	\$5.36	\$0.00	\$0.00	<b>\$5.36</b>
<b>RESIDENT PAYS</b>	\$9.93	\$1.47	\$4.69	<b>\$16.09</b>
<b>TOTAL</b>	<b>\$15.29</b>	<b>\$1.47</b>	<b>\$4.69</b>	<b>\$21.45</b>

**COMMERCIAL**

<b>REFUSE</b>	<b>2017</b>	<b>Changes</b>	<b>2019</b>
TIP FEE	\$35.57	\$1.80	\$37.37
SERVICE	\$65.88	\$4.32	\$70.20
SUB-TOTAL	\$101.45	\$6.12	\$107.57
AB-939 FEE	\$7.64	\$0.46	\$8.10
<b>TOTAL</b>	<b>\$109.09</b>	<b>\$6.58</b>	<b>\$115.67</b>

**ATTACHMENT D**  
**DETAILED INFORMATION ON PROPOSED RATE CHANGES**

**COMMINGLED ORGANICS RATES (effective January 2021)**

**Residential Rates**

Residential Single Family     \$ 2.68 per month

**Commercial Rates**

	Service Frequency			Extra Pickup
<b>1st Container</b>	<b>1</b>	<b>2</b>	<b>3</b>	
Cart (65 gal)	\$87.12	\$174.24	\$261.36	\$34.85
Cart (96 gal)	\$99.34	\$198.68	\$298.02	\$39.74
2 CY Bin	\$165.67	\$331.35	\$497.02	\$66.27
 <b>Each Additional Container</b>	 <b>1</b>	 <b>2</b>	 <b>3</b>	
Cart (65 gal)	\$82.76	\$165.53	\$248.29	
Cart (96 gal)	\$94.37	\$188.75	\$283.12	
2 CY Bin	\$157.39	\$314.78	\$472.17	